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12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF OREGON**
14 **PORTLAND DIVISION**

15 BRUCE F. LOTHROP, an individual resident
16 of Washington State

17 Plaintiff,

18 v.

19 MACGREGOR WALKER, an individual
20 resident of Oregon State

21 Defendant.

Case No. : 3:20-cv-00260-HZ

**PLAINTIFF'S ANSWER TO
DEFENDANT'S COUNTERCLAIMS**

22 Plaintiff Bruce F. Lothrop answers Defendant's Counterclaims and asserts affirmative
23 defenses as follows:

ANSWER TO COUNTERCLAIMS
BRUCE F. LATHROP V. MACGREGOR WALKER
Case No: 3:20-cv-00260-HZ

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2. In response to the allegations in Defendant/Counterclaimant's paragraph 40, Lothrop specifically denies Walker's interpretation of the "Lease" Walker drafted and denies paragraph 40 herein in general. Lothrop denies ever having any intent to enter into a partnership with Walker. The parties' relationship did not comport with the requirements for a partnership under Oregon law.

4. In response to the allegations in Defendant/Counterclaimant's paragraph 42, Lothrop admits that Walker and his domestic partner moved into the house owned by Lothrop located in Josephine County Oregon and that Walker installed gutters at the house, installed a sink and countertop in the house's garage, and painted interior rooms. Walker denies that Walker provided materials or service to improve any of the other properties on the other tax lots alleged in Walker's Counterclaim.

5. In response to the allegations in Defendant/Counterclaimant's paragraph 43, Lothrop denies the allegations in their entirety.

1 6. In response to the allegations in Defendant/Counterclaimant's paragraph 44, Lothrop
2 denies the allegations in their entirety.

3 7. In response to the allegations in Defendant/Counterclaimant's paragraph 45, Lothrop
4 denies the allegations in their entirety.

5 8. In response to the allegations in Defendant/Counterclaimant's paragraph 46, Lothrop
6 denies the allegations in their entirety.

7 9. In response to the allegations in Defendant/Counterclaimant's paragraph 47, Lothrop
8 denies the allegations in their entirety.

9 10. In response to the allegations in Defendant/Counterclaimant's paragraph 48, Walker
10 received the benefit of residing in a fully functional home in a desirable rural area of Oregon in
11 exchange for installing gutters, a sink and countertop, and interior paint the sum value of which
12 did not equal the average rental rate for similar property in the area. All else is denied.

13 11. In response to the allegations in Defendant/Counterclaimant's paragraph 49, the
14 allegations are denied in their entirety.

15 12. In response to the allegations in Defendant/Counterclaimant's paragraph 50, the
16 allegations are denied in their entirety.

17 13. Each of the Defendant's allegations in its Counterclaims, not specifically admitted, are
18 denied.

19 **AFFIRMATIVE DEFENSES**

20 14. Failure of / Inadequate Consideration.

21 15. Waiver.

22 16. Ambiguous lease terms drafted by Walker.

23 17. Statute of Frauds.

1 18. Misrepresentation.

2 19. Failure to state a claim for which relief can be granted.

3 20. Estoppel.

4 21. Destruction of Lothrop's personal property by Walker.

5 22. Accord and Satisfaction.

6 23. Lothrop reserves the right to amend his Answer and allege additional affirmative defenses
7 or counterclaims

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff and Counter Defendant Bruce Lothrop respectfully requests the
10 Court for the following relief:

11 1. An order awarding damages to Plaintiff for Walker's breach of the Fishing Permit sale
12 agreement.

13 2. An order of injunction against Walker's further use of the Fishing Permit absent payment
14 to Plaintiff.

15 3. An order dismissing Defendant Walker's Counterclaims with prejudice.

16 4. An order awarding Plaintiff its reasonable attorneys' fees and costs, and

17 5. For such other relief that the Court deems just, equitable and proper.

18 DATED this 1st, day of September, 2020.

19
20 INTERNATIONAL MARITIME GROUP, PLLC

21 By: /s/ Thomas R. Walsh

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1 **CERTIFICATE OF SERVICE**

2 I certify that on September 1, 2020, I electronically filed the foregoing documents with the
3 Court's CM/ECF system which electronically sends notification to the following parties:

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